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Document 2021 2746 Type 06 006 Pages 2
Date 7/30/2021 Time 3:06:02PM
Rec Amt \$12.00

Daneen Schindler, RECORDER/REGISTRAR
DELAWARE COUNTY IOWA

Prepared by and Return to: (Y) Jane E. Hanson, 401 E. Main Street, Manchester, Iowa 52057 (563)927-5920

DRIVEWAY USE AND MAINTENANCE AGREEMENT

This Agreement made and entered into this 20 day of July, 2021 by and between Dean R. Adams, a single person, hereinafter "First party", and Ronald R. Hornish and Vicki S. Hornish, husband and wife, hereinafter, "Second Party".

WHEREAS, First Party owns the following described real estate located in Delaware County, Iowa:

Lot II in Lot 57 "Clair View Acres at Delhi, Iowa" in Section 26-T88N-R5W, Delaware County, Iowa, according to plat recorded in Book 2003, Page 3167 of the records of the Delaware County Recorder; and all lake frontage running to the middle of the Maquoketa riverbed with regard to said Lot II.

AND WHEREAS, Second Party owns the following described real estate located in Delaware County, Iowa:

Lot HH in Lot 57 "Clair View Acres at Delhi, Iowa" in Section 26-T88N-R5W, Delaware County, Iowa, according to plat recorded in Book 2003, Page 3167 of the records of the Delaware County Recorder; and all lake frontage running to the middle of the Maquoketa riverbed with regard to said Lot HH.

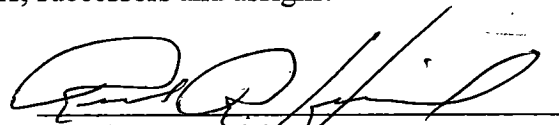
AND WHEREAS, there is an asphalt driveway located on the above describe real estate which is shared jointly by the First Party and Second Party. The First Party and Second Party wish to enter into an agreement regarding the use and maintenance of said asphalt driveway.

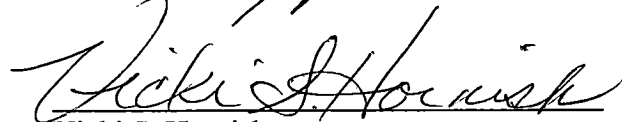
NOW, THEREFORE, in consideration of the mutual benefits to be gained by the parties and the mutual promises made herein, the parties agree as follows:

1. Each party grants onto the other party for and on behalf of themselves, their heirs, successors and assigns, the right to use said asphalt driveway in order to gain access from 262nd Street to the lake frontage on Lake Delhi.

2. The parties hereto agree to use the driveway in such a manner so as to not restrict the usage by the other party. The parties agree not to park vehicles or other items of personal property on the driveway area so as to provide free access for both parties. No permanent structures shall be placed on or across said driveway.
3. Each party agrees that any future maintenance or repairs for said asphalt driveway shall be paid one-half by each party.
4. Each party agrees to hold the other party harmless from any and all claims, causes of action, or other damages that may result from the use of said asphalt driveway as provided in this agreement.
5. The parties agree that the said asphalt driveway shall not to be used as a boat ramp.
6. The parties agree that this agreement shall run with the land and shall be binding on the parties hereto, their heirs, successors and assigns.

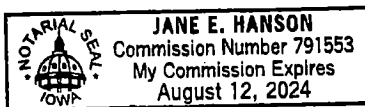

Dean R. Adams

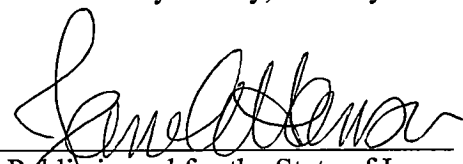

Ronald R. Hornish


Vicki S. Hornish

STATE OF IOWA, COUNTY OF DELAWARE, ss:

This instrument was acknowledged before me on 27th day of July, 2021 by Dean R. Adams, a single person.

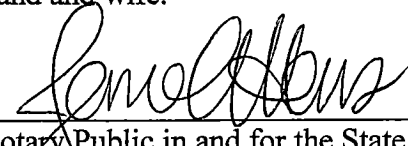



Notary Public in and for the State of Iowa

STATE OF IOWA, COUNTY OF DELAWARE, ss:

This instrument was acknowledged before me on 28th day of July, 2021 by Ronald R. Hornish and Vicki S. Hornish, husband and wife.




Notary Public in and for the State of Iowa